

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-232-T - ORDER NO. 2021-678
DECEMBER 3, 2021

IN RE:	Application of Gamecock Moving, LLC to)	ORDER APPROVING
	Amend Tariff (Rate Increase), Approval of)	TARIFF AMENDMENTS
	Use of Electronic Bill of Lading, and Request)	AND USE OF
	for Waiver of Notice Publication)	ELECTRONIC BILL OF
)	LADING

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Gamecock Moving, LLC (“Gamecock Moving” or the “Company”). The Company seeks approval of certain increases in hourly rates and other tariff changes. Gamecock Moving presently holds a Class E Household Goods Certificate of Public Convenience and Necessity to transport household goods statewide pursuant to the authority granted by this Commission in Order Nos. 2017-438 and 2018-169 issued in Docket No. 2017-103-T.

II. FACTS AND PROCEDURAL HISTORY

The Company filed its Application to Amend its Tariff, use an electronic Bill of Lading, and for waiver of notice on July 22, 2021. The request for waiver of notice was granted by Commission Directive Order No. 2021-625. The Company filed a revised proposed electronic Bill of Lading and revised proposed tariff on October 10, 2021.

The South Carolina Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2020), completed a review of the proposed tariff

and submitted its findings (“Impact Study”) with the Commission on October 12, 2021. The Impact Study provided: (1) a calculation of the percentage of increase in the Company’s rates and charges in the proposed tariff; (2) the result of a compliance review, (3) consumer complaints related to Gamecock Moving in the past 12 months, and (4) Gamecock Moving’s compliance with Annual Report and Gross Receipts filing requirements. ORS did not object to the Company’s Application.

III. EVIDENCE OF RECORD

The Company has an approved tariff on file with the Commission.¹ The Company’s current rates along with the proposed rates in the Amended Tariff, as well as the impact of respective proposed changes, are as follows:

10/11/2021

ORS Tariff Comparison
 Gamecock Moving LLC
 Docket No. 2021-232-T

Exhibit A

	Description	Unit	Approved Rate	Proposed Rate	Increase Amount	% Increase
Hourly Rates and charges						
Weekdays	Two Movers and Truck	Per hour	\$100.00	\$110.00	\$10.00	10.00%
	Three Movers and Truck	Per hour	\$130.00	\$140.00	\$10.00	7.69%
	Four Movers and Truck	Per hour	\$160.00	\$170.00	\$10.00	6.25%
Weekends (Sat-Sun)	Two Movers and Truck	Per hour	\$110.00	\$115.00	\$5.00	4.55%
	Three Movers and Truck	Per hour	\$140.00	\$145.00	\$5.00	3.57%
	Four Movers and Truck	Per hour	\$170.00	\$175.00	\$5.00	2.94%
Other Charges	Overnight storage per night per truck	Per night per truck	\$150.00	\$200.00	\$50.00	33.33%
	Non-Refundable Deposit	Per Job	N/A	\$100.00	N/A	N/A
	Rescheduling Fee (within 30 days of move day)	Per Job	N/A	\$100.00	N/A	N/A
Packing Materials	Boxes (small, medium, large)	Each	\$2.00	\$3.00	\$1.00	50.00%
	Wardrobe Box	Each	\$15.00	\$25.00	\$10.00	66.67%
	Bubble Wrap	Per Roll	\$5.00	\$15.00	\$10.00	200.00%
	Tape	Per Roll	\$4.00	\$5.00	\$1.00	25.00%
	Picture Boxes	Each	\$10.00	\$15.00	\$5.00	50.00%
	Moving Blankets	Each	N/A	\$10.00	N/A	N/A
	Other Items	Each	N/A	Varies	N/A	N/A

¹ See Docket No. 2019-295-T.

ORS completed a review of the proposed tariff and filed its Impact Study with the Commission; it revealed that the Company was in compliance with the Commission's rules and regulations. Furthermore, ORS advised that the Company is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

IV. LAW

The Commission is authorized to fix or approve just and reasonable motor vehicle carrier rates. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012). A motor vehicle carrier cannot begin operations until the Commission approves its rates, fares, and charges or any other changes to its rates, fares, and charges. S.C. Code Ann. Regs. 103-130 (2012).

In addition to regulating just and reasonable rates, the Commission also prohibits rate discrimination. Undue preference is not permitted. S. C. Code Ann. Regs. 103-197 (2012). No motor carrier can give unreasonable preference, unjust discrimination, or undue or unreasonable prejudice or disadvantage to any "person, port, gateway, locality, or description of traffic." *Id.*

Likewise, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission. S.C. Code Ann. Regs. 103-198 (2012). This principle is generally known as the filed-rate doctrine. Under this doctrine, a regulated entity is prohibited from charging rates for its services other than those properly filed with the appropriate regulatory authority. 64 Am. Jur. 2d *Public Utilities* § 62 (August 2020).

V. DISCUSSION

In the present case, the Company requests approval of an increase in hourly rates and other tariff charges. The rates are not discriminatory, and the tariff changes are reasonable. The ORS Impact Study reveals that the Company is in compliance with applicable Commission rules and regulations, and the Company has had no complaints lodged against it. No person or party has stated opposition to approval of the proposed tariff. Accordingly, the Application of Gamecock Moving to increase hourly rates and implement other tariff changes should be approved.

Further, Gamecock Moving seeks to use an electronic Bill of Lading. In its Supplemental Application, the Company asserts that it will contain all information required by S.C. Code Reg. 103-159, and if a customer wishes a paper copy, one will be provided to the customer. Otherwise, a copy will be delivered by email to the customer. All records will be kept in a database for three years, as required by Regulation No. 103-158.

VI. FINDINGS OF FACT

1. The Company proposes approval of amendments to its tariff with regard to an increase in hourly rates as referenced and illustrated above.
2. The amendments to the hourly rates and other charges are reasonable.
3. The use of an electronic Bill of Lading is appropriate.

VII. CONCLUSIONS OF LAW

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1. The amendments to the hourly rates and certain other tariff changes are just and reasonable and non-discriminatory. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012).

2. The use of an electronic Bill of Lading, as requested by the Company, satisfies the regulatory requirements imposed upon traditional Bill of Ladings and the associated record retention practices to be employed by the Company.

3. The changes proposed by Gamecock Moving in its Amended Tariff should be approved.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED THAT:

1. The Application Gamecock Moving, LLC to amend its tariff is granted.
2. The request of Gamecock Moving, LLC to use an electronic Bill of Lading is granted.
3. The proposed amendments to the hourly rates and other changes are hereby approved, and the final Revised Proposed Tariff, as filed by Gamecock Moving, LLC on October 14, 2021, is approved. A copy of the Revised Proposed Tariff is attached hereto as Order Exhibit No. 1.
4. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:




Justin T. Williams, Chairman
Public Service Commission of
South Carolina

GAMECOCK MOVING, LLC South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN
THE STATE OF SOUTH CAROLINA**

Date Proposed: 10/8/2021

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Gamecock Moving, LLC ("Gamecock Moving"). These services are furnished between points and places in all South Carolina counties.

SECTION 1

1.1 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.2 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Gamecock Moving office location, and includes the movers estimate return time to the office location.

Number of Movers	Hourly Weekday Charge	Hourly Weekend Charge (Saturday & Sunday)
Two Movers and a Truck	\$110.00	\$115.00
Three Movers and a Truck	\$140.00	\$145.00
Four Movers and a Truck	\$170.00	\$175.00
Each Additional Mover	\$30.00 per man/per hr.	\$ 30.00 per man/per hr.

****There is a two-hour minimum. Jobs that take less than 2 hours to complete will still be charged for 2 hours of labor.**

Two Trucks Hourly Rate: Starts @ \$220.00/hr., (Monday-Thursday) or \$225/hr. (Friday- Sunday) minimum of 4 movers. Each additional mover will be an additional \$30.00 an hour, and each additional truck will be an additional \$50.00 an hour.

"Down Time" We understand our customers can be held up sometimes. If there is an

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unexpected delay that causes us to wait before we can unload the truck(s) once we've arrived at a destination, Gamecock Moving will charge HALF the tariffed rate for this Down Time

1.3 Travel Fees.

Travel will be calculated based upon the distance in miles from the time our truck leaves the lot until the truck returns to the lot after the conclusion of the move.

- \$1.50 x total miles = Travel per truck

1.4 Overnight Storage Fees:

\$200.00 per night, per truck. Packing/unpacking jobs will follow the one truck hourly rate as listed above

1.5 Other Services:

1.5.1 Optional Floor Protection

\$50 per move for Floor Protection - (this Floor Protection Fee will include floor protection with special padding throughout the house, for both the load and unload)

1.5.2 Optional Door Jam Protection

\$50 per move for Door Jamb Protection (this includes installation of special padding on 2 Door Jams for each side of the doorway, for both the load and unload)

1.5.3 Small Deliveries:

\$150 flat fee for small deliveries - (1-5 items, up to 500 lbs. total) within Richland, Lexington and Sumter Counties.

1.5.4 Furniture Blanket Rental Program:

Customers may rent furniture blankets to protect their household goods in storage at a rate of \$15 per blanket per year (1-year minimum payment).

1.6 Credit Card Fees:

There will be a 3% processing fee added to every credit/debit card transaction.

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1.7 Chargebacks and Returned Checks

1.7.1 Credit Card Chargebacks: \$75 Non-Refundable Fee for any chargebacks (NSF, Criminal Fraud, etc.) from using a credit or debit card for payment.

1.7.2 Returned Checks: \$75 fee for any checks returned for insufficient funds.

1.8 Discounts:

1.8.1 10% discount to all Prisma Health employees (only valid with a current employee ID);

1.8.2 10% discount to all college students currently enrolled in classes (only valid if the student books the job and has a current school ID); and

1.8.3 10% discount for all military personnel (only valid with ID & dependents are excluded from this discount).

1.9 Additional Fees:

Additional fees are charged to move heavier items weighing more than 300lbs, such as gun safes and pianos. (\$100 per gun safe/piano).

1.10 Other

Gamecock Moving may refuse to move certain items, such as grand pianos, pool tables, and other items weighing over 600 lbs. if they pose a high risk of injury or liability.

1.11 Non-refundable Deposit.

A \$100 non-refundable deposit is required to schedule a move. The deposit will be applied to the customer's bill at the end of the move. No refund will be made in the event of a cancellation by the customer.

1.12 Rescheduling Fee.

There will be a rescheduling fee of \$100 for any move rescheduled by the customer within 30 days of the scheduled moving date.

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SECTION 2

2.1. Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, inconnection with a move involving additional items:

2.2. Elevator or Stair Carry

Gamecock Moving does not charge an additional fee for elevator or stair carry.

2.3. Excessive Distance or Long Carry Charges

Gamecock Moving does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4. Pick Up and Delivery

Gamecock Moving does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5. Packing and Unpacking

Gamecock Moving does not charge a separate fee for packing and unpacking. The packing rate is the same as the hourly rate, plus the price of packing materials as listed on Appendix A.

2.6. Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

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SECTION 3

3.1.Damages and Claims.

The following provisions govern damages and claims.

3.2.Making a Claim.

All claims for visible loss, damage, or overcharge must be written and should be attached to the Bill of Lading. The claimant must notify the carrier of all claims for concealed damage within 14 days of the move. Gamecock Moving must be given reasonable opportunity to inspect damaged items.

3.3.Right to Repair.

Although our movers will be careful with your possessions, damages may occur. If damages are caused by our service, Gamecock Moving reserves the right to repair the damaged items in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Gamecock Moving immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 14 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.4.Insurance Options.

In consideration of the rate charged it is mutually agreed and understood that the liability of Gamecock Moving with respect to loss and/or damage of the consigned goods is limited to 60 ¢ per pound. Gamecock Moving shall not be liable in any event for any special or consequential damages including but not limited to loss of profits, income utility or market whether or not Gamecock Moving, LLC had knowledge that such damage might be incurred. Other options are available upon request or may be purchased through a third party.

3.5.Appliances.

Gamecock Moving is NOT LIABLE for damaged functionality of appliances resulting from disassembling, assembling, or transporting. Please double-check appliance connections as we are not responsible for water leaks. Gamecock Moving will not disconnect or install appliances.

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3.6.Items of Particular Value

Gamecock Moving is NOT LIABLE for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. Gamecock Moving will not accept responsibility for safe delivery of such articles if they come into Gamecock Moving's possession with or without Gamecock Moving's knowledge.

3.7.Acts of God.

Gamecock Moving is NOT LIABLE for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

3.8.Other Limitations of Liability.

In some cases, tracking soil into flooring is inevitable, thus we are not responsible for any resulting damage. Gamecock Moving's liability for damage on "load only" jobs (no transportation of goods performed by Gamecock Moving) terminates once the truck has been loaded. We highly recommend contacting your insurance agent to obtain a moving endorsement for your current policy.

3.9.Disputes.

Any legal dispute or claim against Gamecock Moving must be brought in the Richland County Magistrate's Court if the amount in controversy is less than \$7,500 or in the Richland County Circuit Court if the amount is more than \$7,500. All disputes shall be governed by South Carolina law, and recovery is limited to the actual value of the household goods that are damaged or destroyed. Gamecock Moving is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Gamecock Moving reserves the right to decline any moves consisting of extremely large or fragile items.

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SECTION 4

4.1.Governing Publications

Gamecock Moving's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

SECTION 5

5.1.Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Gamecock Moving's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

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APPENDIX A

- 1.Boxes (Small, Medium, Large) = \$3.00 per box;
- 2.Wardrobe Box = \$25.00 per box;
- 3.Brown Packing Paper (30 in x 24 in) = \$10.00 per roll;
- 4.Bubble Wrap (12in x 10in) = \$15.00 per roll;
- 5.Tape = \$5.00 per roll
- 6.Shrink Wrap = \$20/roll
- 7.Mattress Bags = \$10/bag
- 8.Mirror Carton Box = \$5/carton (includes 4 pieces)
- 9.Paper Pads = \$5/pad
- 10.Wine/Bottle Boxes = \$10/box
- 11.TV Boxes = \$25/box
- 12.Tall Boxes (for rugs, carpet rolls, fishing poles) = \$5/box
- 13.Picture Boxes = \$15/box
14. Moving Blankets \$10/pad
15. Items not listed will be priced at market rate plus 25%.

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